"No member shall have any claim right or interest upon or in respect of the Fund or any contributions thereof or any interest thereon or any claim upon or against the Trustee except under and in accordance with the provisions of the Trust Deed and the Rules."

To my mind the principle of *Re Cordeiro* has no application to the facts and circumstances of this case, and I am of opinion that the plaintiff's claim fails in *toto* because the defendants, in withholding payment of the moneys claimed, have only exercised the discretion given to them by the rules. It is not suggested that they have exercised their discretion against the plaintiff's application for immediate payment from any improper motive, and in view of the express object of the Fund and the defendants' generous contributions thereto, I cannot agree that rule 16 is either oppressive, or unfair, or against public policy.

Claim dismissed.

RAMANATHAN CHETTIAR vs. POWELL & CO., LTD. & OTHERS.

[Orig. Civil Juris. (Worley, J.) Sept. 27, 1941]

Moneylenders Ordinance (Cap. 218) s. 4—Necessity of strict compliance with Statutory requirements.

The terms of a moneylending contract made by a moneylender under the Moneylenders Ordinance must be fully and accurately set out in the memo. of the contract made under S. 4 subs. 1 of the Ordinance.

If it is one of the terms of the contract that one of the signatories to a Promissory Note is to sign as a surety then that fact must be stated in the memo. of the contract otherwise the contract is unenforceable under S. 4 subs. 1 of the Ordinance. In an action by a moneylender brought upon a Promissory Note evidence is therefore admissible to shew that it was a term of the Contract that one of the signatories to the Promissory Note only signed as a surety, and if this fact is not stated on the memorandum the terms of the contract are not fully or correctly set out in the memorandum and the contract is unenforceable.

It is not essential that the copy of the memo. which is delivered to the borrower in accordance with S. 4 subs. 1 should bear the countersignature of the lender.

Ang Khye Pang v. Chop Ban Aik[1] considered.

If in the memo. of the contract the names of the months are written out in English words, not figures; and if numbers in the memo. are written in English words, not figures, this is a sufficient compliance with S. 4 subs. 3 of the Ordinance.

Sathappa Chetty v. Song Chwee Oon[2] followed.

If the memo. of the contract is not countersigned by the lender before the money is lent, this renders the Promissory Note unenforceable; as the requirements of the Ordinance must be complied with strictly by the lender.

One of several co-borrowers can delegate to another co-borrower authority to receive on his behalf the authenticated copy of the memo. of the contract which under s. 4 subs. 1 must be delivered by the borrower to each lender, and delivery to such an agent is a sufficient compliance by the lender with the requirements of the Section.

The second and fourth defendants succeeded on one plea but were unsuccessful on their remaining pleas. The third defendant did not plead this one successful plea. The second and fourth defendants were each awarded one-third of their costs but the third defendant was allowed no costs, on the ground that any pleas under the Moneylenders Ordinance must be particularly pleaded.

Cases referred to:—

(1) *Ang Khye Pang v. Chop Ban Aik* (1939) S.S.L.R. 54; (1939) M.L.J. 282.

(2) *Sathappa Chetty v. Song Chwee Oon* (1939) S.S.L.R. 118; (1939) M.L.J. 180.

(3) *Somasundram v. Lim Han Kai* (1927) S.S. L.R. 64.

(4) *Raman Chettiar v. Sarkies* (1929) S.S.L.R. 128.

(5) *Rebello v. Harbans Singh* (1933) M.L.J. 279.

(6) *Egan v. Langham Investments Ltd.* (1938) 1 K.B. 667.

(7) *Duncan Fox & Co. v. North & South Wales Bank* 6 A.C. 1.

TRIAL OF ACTION.

John Laycock for plaintiff.

S. B. Aditan for second defendant.

Hassan Namazie for third defendant.

K. P. K. Menon for fourth defendant.

The facts and argument sufficiently appear from the judgment.

Cur. Adv. Vult.

WORLEY, J.—In this case the plaintiff, a moneylender, claims against the defendants for the sum of $4,142.26, being the balance of principal and interest due under a Promissory Note for $6,000.00 dated the 2nd of September 1940, and made by the defendants jointly and severally in favour of the Plaintiff. The amount actually lent by the plaintiff was $5,000.00, the balance on the note representing interest, and the loan was repayable by twenty consecutive monthly instalments of $300.00 each, to be appropriated, as to $250.00 to principal, and as to $50.00 to interest, beginning from the 2nd October 1940. Four instalments on the loan were duly paid by the first defendant, and a part of the fifth instalment, namely $150.00, was paid by the second defendant on the 5th February 1941, but no subsequent payments have been made by any of the defendants. There was no dispute as to the amount due under the note, and I therefore need not refer further to the terms of the loan.

The Statement of Claim further sets out, in detail, allegations that the relevant provisions of the Moneylenders Ordinance were complied with.

The first defendant is a limited company now in liquidation. I refer to it hereafter as the Company. The Official Receiver has accepted service of the writ on behalf of the Company, but has not entered appearance relying upon the undertaking of the plaintiff to take no step in this Suit against the Company as one of the defendants. The Defences of the second, third, and fourth defendants are identical except in one particular. The second and third defendants were directors of the Company, and the fourth defendant was Secretary of the Company. They admit signing the Note in their official capacity as officers of the Company, and affixing the seal of the Company to the Note. Each also admits having signed the promissory note in his personal capacity, but alleges that he did so not as principal but as surety, and that no part of the sum lent by the plaintiff was received by, or has been made use of, by him. They have pleaded that the Promissory Note sued on is unenforceable by reason of the failure to comply with the provisions of ss. 4, 6 and 7 of the Moneylenders Ordinance, in that:—

(1) The Note itself does not contain all the terms of the contract inasmuch as it makes no reference to the fact that the whole of the loan was borrowed by the Company and that the other defendants were only guarantors, and that it wrongly stated that the principal of the loan was borrowed by all the defendants; or alternatively, is ambiguous as to whether the loan was made to the first defendant only or to all the defendants;

(2) The Promissory Note did not, at the time when it was signed by the defendants and a copy delivered to the second defendant and the loan made to the first defendant, contain the countersignature of the lender or his agent;

(3) That all dates and numbers in the note are not written in English numerals, and particularly the number of days after which the default is to have effect is written as "three" and not as "3";

(4) The copy document which as delivered to the second defendant at the time, is not a copy of the Promissory Note as required by Section 4 of the Moneylenders Ordinance inasmuch as it does not contain the counter-signature of the lender or his agent;

(5) The plaintiff has not kept a regular account of the loan as required by Section 6 of the Ordinance.

This defence was not persisted in: copies of the account kept were included in the agreed bundle of correspondence and appeared to satisfy the requirements of the Ordinance, and I make no further reference to this plea.

The third and fourth defendants each adds a further plea that a copy of the note was not delivered to him in accordance with the requirements of s. 4 of the Moneylenders Ordinance.

For an understanding of this case, it is necessary to go into the recent history of Powell & Co., Ltd., and the events which led up to this transaction. The Company is locally registered and has carried on the business of auctioneers in Singapore for many years. It is, therefore, a trading Company carrying on business in the ordinary way in Singapore. Of recent years, one Mr. Merrells was the Managing Director until his death on the 31st of July, 1940. After his death, the second defendant took his place. Before 1939, out of 260 shares of $100.00 each, the second defendant's mother held 140; of the remainder, Merrells held 25; the third defendant 60, the balance being held by other persons. In 1939, there was a further issue of 140 shares, of which Merrells had about 60 and the wife of the third defendant 35. The second defendant, his brothers and sisters, had 30 between them (the fourth defendant is a brother of the second defendant). In 1939 the estate of the mother of the second and fourth defendants was divided among them and their brothers and sisters, so that at the material time the great majority of the shares of the Company belonged to the second and fourth defendants, their brothers and sisters, and to the third defendant and his wife. Before the Company's liquidation, the second defendant was drawing a salary of $250.00 a month, the third defendant $160.00 a month, and the fourth $70.00 a month. While Mr. Merrells was in charge of the Company, it acted as agent for rent collections from properties owned by a company called the Credit Foncier. After Mr. Merrells' death, the Credit Foncier terminated this agency and pressed for the amount due to them on account of rents received but not accounted for. This amount is estimated at about $25,000.00. The second defendant, as Managing Director of the Company, made an arrangement whereby the amount due was reduced to $17,000.00, to be paid in three monthly instalments of $5,000.00 and one of $2,500.00. This arrangement was made about the middle of August and the first instalment was due on the 1st of September, 1940.

It is clear that if this obligation was not honoured the Company and the other defendants would be in a perilous state. The fourth defendant admitted that the whole office knew that Powell & Co.'s money had been used. Not only were the Company and their whole fortunes endangered but the second defendant, at least, must have had some qualms as to whether he had not brought himself within the reach of the criminal law. As the date of the first instalment drew near and the Company had no money to pay, the second defendant commissioned a broker to find someone who would give the necessary assistance. The broker got in touch with the plaintiff's agent and, after negotiations the exact nature of which is in dispute, a loan of $5,000.00 was negotiated. On the 2nd of September the promissory note sued on was taken to the Company's office by the plaintiff's agent and his clerk, and after it had been executed, a cheque for $5,000.00 made payable to the Company was handed over. The cheque was paid into the Company's account with the Bank and the transaction entered in the Company's cash book as "Loan from K.V.A.L. etc. $5,000.00." On the 5th September a cheque for $5,000.00 was sent to Messrs. Drew & Napier on account of the money due from the Company to the Credit Foncier.

The Promissory Note is drawn in the standard printed form adopted by the Chettiar moneylenders of Singapore and is in English and contains or purports to contain on the face of it all the terms of the contract. Therefore if it is counter-signed by the lender or his agent it is under the provisions of s. 4 sub-s. 4 of the Ordinance a sufficient note or memorandum of the contract for the purposes of sub-s. 1 of that section.

I will first dispose of the two issues which depend solely on question of law. Firstly, as to the objection that the document which was handed to the second defendant did not comply with the provisions of s. 4 of

the Ordinance inasmuch as it did not bear the signature of the moneylender. It is admitted that the document did not contain copies of the signatures of the parties although it was duly authenticated by the lender's agent. Mr. Aditan's argument was that sub-s. 4 of s. 4 is purely local provision: the English Act on which the Ordinance is based requires that the "note or memorandum" of the contract should be a separate document and it is only the fact of the signature of the lender pursuant to s. 4 sub-s. 4 which converts the promissory note into the note or memorandum required by s. 4 sub-s. 1, and that therefore a copy of the promissory note which did not include a copy of the lender's signature could not be said to be a copy of the note or memorandum to be delivered under s. 4 sub-s. 1.

In **Ang Khye Pang v. Chop Ban Aik**[1] the Court of Appeal held that the absence of a copy of the borrower's signature on the copy delivered pursuant to s. 4 sub-s. 1 was immaterial and did not make it any the less a true copy. McElwaine, C.J. at p. 284 says "Thereof" refers to the note or memorandum (of the contract) and not necessarily to the note or memorandum after it has been signed. It is the terms of the contract, not the executed document, which must be set out. In my opinion, this decision applies equally to the counter signature of the lender. The purpose of the Legislature was plainly to insure that the borrower should have a document showing what he had borrowed and the terms of repayment authenticated by the signature of the lender: for this purpose it appears to be immaterial whether the signatures of the parties are copied on to the copy.

Secondly, there is the objection that some of the dates and figures in the note or memorandum prescribed under s. 4 sub-s. 1 are not written in numerals. The date of the note or memorandum (which is also the promissory note) is written as "September 2nd 1940" and the date on which the first instalment is to be paid is written as "2nd day of October next" and the period after which the borrower will be in default is written as "three days."

Section 4 sub-s. 3 of the Ordinance requires that all dates and numbers in the note or memorandum shall be written in English numerals notwithstanding that they are written in any other way. The dictionary meaning of the word "numerals" is a word or figure denoting a number. That may be useful as a general indication of the ordinary meaning of the expression "numeral" but what I have to determine is the sense in which it is used in this passage. The expression "English numerals" is itself not a usual one: the two systems of writing numbers commonly used in English are those known as the Arabic and the Roman, I think that, so far as figures are concerned, the draftsmen had in mind the Arabic system, which is the more generally used: but the expression is wide enough to include Roman numerals, see also s. 7 sub-s. 1.

Now sub-s. 1 of s. 4 provides that a note or memorandum of the contract shall be written "in the English language". This must mean that the dates and numbers must be written in English words or figures since there is no other way of writing them in English. If, therefore, the expression "English numerals" in sub-s. 3 means "English words or figures" the whole of the last sentence of that subsection becomes otiose and meaningless and such a construction will be avoided if another reasonable construction is possible which will give sense and meaning to the passage.

The alternative of construing the expression as being equivalent to "English figures" gives meaning and force to the passage and harmonizes with the general scheme of the Ordinance as shewn in ss. 6 and 7. It is well known that there are many persons in this Colony who, though otherwise illiterate in English, are able to read and write and do habitually use English figures and the intention of the Legislature appears to have been to assist such persons to read for themselves the vital amounts and dates in the note of the contract.

Even if the construction indicated above is not the correct one, I am unable to see how the name of a month can be said to be a number and I cannot agree with the suggestion put forward by Mr. Laycock that "date" is to be read as "day". Nor can I agree with his suggestion that any assistance is to be gained by referring to the statutory forms which once formed a part of the repealed Moneylenders Ordinance of 1935 (Ordinance No. 6 of 1935).

If this matter were free from authority I should have no hesitation in holding that the dates and numbers in the note or memorandum which I have set out above do not comply with the provisions of s. 4 sub-s. 3 but I have been referred to the contrary judgment of Manning, J. in **Sathappa Chetty v. Song Chwee Oon**[2]. Although that judgment is not binding on me, it has stood for two years without challenge and no doubt many notes have been made in similar form to the one before me in reliance on that judgment. Nothing is so unsatisfactory as to have two contradictory judgments of equal weight on such a matter as this and I therefore propose to follow the judgment of Manning, J.

Before dealing with the issues of fact I can conveniently dispose of another point of law raised during the argument. Counsel for the plaintiff contended that the defendants were estopped from leading evidence to shew that they signed as guarantors and not as principals: he referred to s. 93 of the Evidence Ordinance and to the case of **Somasundram v. Lim Han Kai**[3]; **Raman Chettiar v. Sarkies**[4] was referred to as being of doubtful value. It was not followed by the F.M.S. Court of Appeal in **Marian Rebello v. Harbans Singh**[5]. None of those cases are relevant to this case before me.

The Moneylenders Ordinance did not come into force until 1935 and I was informed that there is no similar Enactment in the Federated Malay States. In the cases cited therefore the evidence tendered did not bring the case within the first proviso to s. 93 of the Evidence Ordinance and it is quite clear from the judgments that, if it had done so, the evidence would have been admissible. Having regard to the provisions of s. 4 sub-s. 3 of the Moneylenders Ordinance I have no doubt that if a person has in fact signed as a surety that is a term of the contract which should be set out in the note or memorandum and the absence of such a term would invalidate the promissory note. I accordingly ruled that the evidence was admissible under the first proviso to s. 93.

I now come to the most difficult part of the case, namely, the issues of fact. The questions which arise for decision are:—

1. What was the real contract made between the parties and is it fully and truly set out in the note?

2. Was the promissory note or, more strictly, the note or memorandum of the contract, signed by the plaintiff's agent before the money was lent?

3. Were copies of the note or memorandum given to the third and fourth defendants?

The only oral evidence material to these matters was that of the parties themselves; as so often seems to happen in cases of this sort, the evidence which might have been considered unbiassed was not before the Court, the broker having found it necessary to go to the Netherlands East Indies on business. There was a considerable conflict in the evidence of the witnesses as to the negotiations which preceeded the loan and as to the acts of the parties at the time the transaction was carried out: although I observed them carefully

while they were in the box I was quite unable to form any opinion from their demeanour as to which of them were lying and which were truthful. Both parties were well prepared with their evidence and very little effect was made on them by cross-examination. The conclusions I have reached are therefore based mainly on the onus of proof, the probabilities of the case and the inferences to be drawn from the documents.

On the first question, the evidence of the plaintiff's agent and his clerk was to the effect that the Chinese broker said the "towkays" of the Company wanted to borrow a big sum of money; that $20,000.00 was later asked for, but as no security was forthcoming it was agreed to lend $5,000.00 after the clerk had satisfied himself by enquiries that it was a fair risk if he took the signatures not only of the Company but of the other three defendants also: further that the agreement was for the money to be lent to all the defendants jointly and the promise to repay was by all the defendants jointly and severally, and that they made no enquiries as to how the money was to be used nor were they concerned to know that.

The defendants deny that $20,000.00 was ever asked for: they say that the negotiations were conducted between the plaintiff's clerk and the second defendant; that $5,000.00 was the sum asked for and lent, that it was known all along by the plaintiff's clerk that the money was required by the Company and that they signed as sureties only at the request of the plaintiff's clerk. They support this with the allegation that the plaintiff's clerk enquired whether the Company had power to borrow and satisfied himself that the necessary resolution had been passed before he would lend the money.

I think that neither of these stories is wholly true; for instance it seems to me most improbable that the plaintiffs were ever asked to lend $20,000.00. I should have thought that if the plaintiff's agent or clerk knew that $20,000.00 was wanted with no explanation as to what the money was wanted for and no security forthcoming, he would have at once suspected that the Company was in a very bad way and would have refused to have anything further to do with the matter. Had he that knowledge, would he not have realised that $5,000.00 would only defer the day of reckoning and that his $5,000.00 would be probably lost in the ultimate general ruin. Nor do I believe that the plaintiff's clerk did in fact make any outside enquiries as to the financial status of the second, third, and fourth defendants. I think it most probable that he learnt from the second defendant that they held the greater part of the shares of the Company and thought that if they were joined as parties his risk would be lessened. On the other hand I do not believe the defendants' story as to the enquiries whether the Company could borrow money and whether the necessary resolution had been passed: such inquiries were quite unnecessary and had the clerk taken a copy of the Articles of Association to get legal advice, as the second defendant alleges, he would have been so advised.

These matters are however only incidental and the main question remains, what were the actual terms on which the money was lent? Was it a loan to the Company with the other defendants as guarantors or sureties, or was it a loan to all the defendants jointly as principals? It was admitted by counsel for the plaintiff that if in fact, the money was lent to the Company the memorandum of the contract does not comply with the provisions of s. 4 sub-s. 3. The proposition is stated very clearly by du Parcq, J. in **Egan v. Langham Investments Ltd.**(6):—

"I do not think the Act means that you must only set out half the contract, that is to say, the half which imposes on the borrower terms as to repayment. I think you must include all the terms of the contract under which, because money has been lent to him, it becomes obligatory on him to repay it, and one of the terms of the contract under which the money has been lent to him may be a term which lies at the root of the contract."

The second, third and fourth defendants by their signatures to the promissory note and the acknowledgment attached to it have acknowledged receipt jointly of the money lent and the onus is therefore upon them to shew that this does not set out the terms of the real contract. It is true that the money was actually paid to and used by the Company but that does not seem to me to be conclusive of the matter. Nor in my view does it matter greatly whether the plaintiff knew, or, if he knew, at what stage he came to know that the money was going to be paid to and used by the Company. In fact in my view the evidence shews that the plaintiff's agent and clerk did know that the money was wanted by the Company. The plaintiff, however, is not concerned with the relations of the borrowers **inter se**: what he has to do is to set out the terms of the arrangements made between him and the borrowers. In **Duncan Fox & Co. v. North & South Wales Bank**(7) Lord Selborne, L.C. catalogues the relationships which may exist between a creditor and two or more debtors in this type of transaction as:—

(1) Those in which there is an agreement to constitute, for a particular purpose, the relation of principal and surety, to which agreement the creditor thereby secured is a party;

(2) Those in which there is a similar agreement between the principal and surety only, to which the creditor is a stranger; and

(3) Those in which, without any such contract of suretyship, there is a primary and a secondary liability of two persons for one and the same debt, the debt being, as between the two, that of one of those persons only, and not equally of both, so that the other, if he should be compelled to pay it, would be entitled to reimbursement from the person by whom (as between the two) it ought to have been paid.

The plaintiff contends that in the present case the contract is one coming under either the second or third head of this definition. At common law the defendants are free to enter into any one of these forms of contract and I can see nothing in the Moneylenders Ordinance which in any way restricts that freedom of contract. The only thing the statute requires is that the contract, whatever it is, shall be set out truly and fully.

So far as the third and fourth defendants are concerned I think they neither knew nor greatly cared what the actual position was, they knew that the money had to be raised somehow to stave off disaster and were content to leave the matter in the hands of the second defendant but they must of course abide by the arrangements he made to which they gave their consent. I do not believe that the second defendant ever thought that he and the third and fourth defendants were signing as sureties: he read the note and is a man of sufficient education and experience to understand it. On the evidence and the circumstances of the case, I am of opinion, that the contract was for a loan to all the defendants jointly although, on the instructions or with the consent of the other three defendants the money was in fact paid to the Company. On this issue therefore the defence fails.

The next question is when was the memorandum of the contract signed by the plaintiff's agent? In this case there was no separate note or memorandum of the contract but the promissory note was intended to serve as such as provided by s. 4 sub-s. 4. For this purpose it is essential that it be countersigned by the plaintiff or his agent and, reading sub-ss. 4 and 1 together it is also clearly essential that such countersignature be made before the money is lent.

It is admitted that the particulars of the promissory note have been written in with blue-black fountain pen ink and the countersignature of the plaintiff's agent written with another kind of ink such as is used in the plaintiff's office for ordinary pens. The plaintiff's witnesses say (and this is not disputed) that the body of the note was filled in by the clerk using his fountain pen in plaintiff's office before going to the Company's office on the 2nd September; they further say that the plaintiff's agent countersigned the note in the Company's office, after the defendants had signed but before the cheque was written, and that he borrowed a fountain pen from his clerk for the purpose. The defendants deny that he countersigned the note in their office and say that the difference in the inks shews that the plaintiff's agent omitted or forgot to countersign the note before giving the money and did so after returning to his own office.

The plaintiff's agent swore that he borrowed and used the same pen as his clerk later used in writing the cheque: this cannot be correct as the clerk's writing on the cheque is in blue-black fountain pen ink, but it is not, I think, conclusive of the falsity of his evidence as he might easily be making an honest mistake in supposing that one and the same pen was used. The clerk was positive that the agent countersigned the note in the Company's office, but said that he could not recollect whether his pen was used. He swore that he always carries two fountain pens, one for his own exclusive use and the other for lending to the agent. He admitted that both pens were generally filled with fountain pen ink but stated they might sometimes be filled with ordinary ink. He was able to produce his own pen with which he says the cheque was written but was unable to say whether the other pen he produced was the one which the agent had used for the countersignature. I was not favourably impressed with this part of his evidence, and I think, that the probabilities of the case support the evidence of the defendants on this point.

The last question is whether copies of the note or memorandum of the contract were given to the third and fourth defendants. Four copies were prepared and stamped and taken to the Company's office. The plaintiff's witnesses say that two copies were given to second defendant, and one each to the last two defendants, before the cheque was written and signed. The transaction took place at the second defendant's desk. The third and fourth defendants deny receipt of the copies and the second defendant has sworn that the cheque was not filled in his office and that all four copies of the memorandum were handed to him. The third defendant admits seeing the cheque handed over after which he went back to his desk. The fourth defendant has sworn that he walked back to his desk immediately after he had signed.

As I have said before I accept the evidence of the last two defendants that they left everything to the second defendant and I think that their evidence on this point is most probably true and that all the four copies were in fact handed to the second defendant. In the circumstances of this case, however, I think, that such a delivery was a sufficient compliance with the section in the case of the last two defendants. They admittedly delegated all responsibility in this transaction to the second defendant and only came forward when they were required to sign the note. That being so I think it reasonable to hold that he was impliedly their agent for the purpose of receiving the copies.

In the result therefore the defence fails on all points except that relating to the time of countersigning of the note. This is a purely technical point and entirely devoid of any merits but it is as I have said a material point, and there is abundant authority that the Ordinance is to be construed strictly against the lender.

From this finding of fact therefore judgment for the defendants must follow.

I am prepared to hear counsel on the subject of costs.

Claim dismissed.

The question of costs was subsequently argued. The position was that the second and fourth defendants had failed on all the pleas which they had pleaded except one on which they had been successful. This plea however had not been pleaded by the third defendant. It was submitted by the plaintiff that any defence under the Moneylenders Ordinance is a statutory defence and must be specifically raised and must be particularly pleaded. In this case in fact each plea was specifically raised and particularly pleaded by the second and fourth defendants; but they had failed on the majority of their pleas and the third defendant had failed on all the pleas which he had pleaded.

The Judge allowed the second and fourth defendants each one-third of their taxed costs. He did not allow the third defendant any costs at all.

He held that the defence of the Moneylenders Ordinance being a statutory defence must be specially pleaded and must be particularly pleaded. The third defendant had in fact pleaded the Ordinance and had given particulars of his plea but in such particulars he did not raise the particular matter on which the second and fourth defendants had been successful. The third defendant was bound by his own particulars and as he had not pleaded the ground of defence in respect of which the plaintiff had failed, he was not entitled to any costs.

END OF STRAITS SETTLEMENTS OFFICIAL REPORTS.